

Business Operations  
J.E. Surash, P.E., Chief Business Officer

**SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AMENDMENT WITH JACK THOMAS, INC., REALTORS, AS AGENTS FOR OMNI PARTNERSHIP, FOR USE OF A PARKING LOT LOCATED AT 235 NE 16 STREET, FOR THE SCHOOL BOARD ADMINISTRATION BUILDING**

**COMMITTEE: FACILITIES MANAGEMENT**

**History**

Since April 2000, the Board has leased 100 parking spaces located at 235 NE 16 Street from Jack Thomas, Inc., Realtors, as agents for Omni Partnership, for use by District staff and visitors (see location map). At its February 11, 2004 meeting, the Board authorized the execution of a lease amendment to provide for three additional one-year option periods and extend the lease for the period of April 24, 2004 to April 25, 2005. The lease agreement includes provisions for the landlord to cancel the agreement with 120 days prior written notice in the event he enters into a contract or other binding agreement to develop the leased property or any part thereof. The landlord has now advised that he is actively pursuing development of some or all of the leased property. In the interest of facilitating District parking needs in the event of partial development of the site, the landlord has offered to amend the lease agreement to provide for some or all of the existing parking facilities to be relocated elsewhere on the existing leased property, or on land owned by the landlord immediately adjacent to the existing site. All work necessary to prepare the alternate parking facilities will be done solely at the landlord's expense.

**Lease Agreement Amendment**

In light of the foregoing, it is recommended that the lease agreement be amended to allow some or all of the 100 parking spaces leased to the District to be relocated to another part of the leased property, or on an adjacent site owned by the landlord (see location map). Terms and conditions of the proposed lease amendment are, substantially, as follows:

- at the sole option of the landlord, some or all of the 100 existing parking spaces will be relocated to another part of the leased property, or on an adjacent site owned by the landlord;
- each new parking space to which the District is to be relocated shall be paved and striped and finished with an appropriate bumper stop;

- each new parking space shall be accessible from the area currently used to serve the balance of the District's existing parking spaces;
- access to the new parking spaces shall be over continuous pavement;
- no relocation shall occur until the replacement parking spaces are prepared and deemed to be acceptable by the District; and
- there shall be no change in rental rate as a result of the landlord exercising the right describe herein.

No physical improvements requiring the use of District funds will be necessary as a result of the proposed Board action. All other terms and conditions of the current lease agreement will remain unchanged, including the annual rental rate of \$36,000 (\$30/space/month), and the right of the District to cancel the lease agreement at any time, without cause, with 120 days prior written notice. A rent schedule of amounts paid by the District for other parking facilities in the vicinity is enclosed.

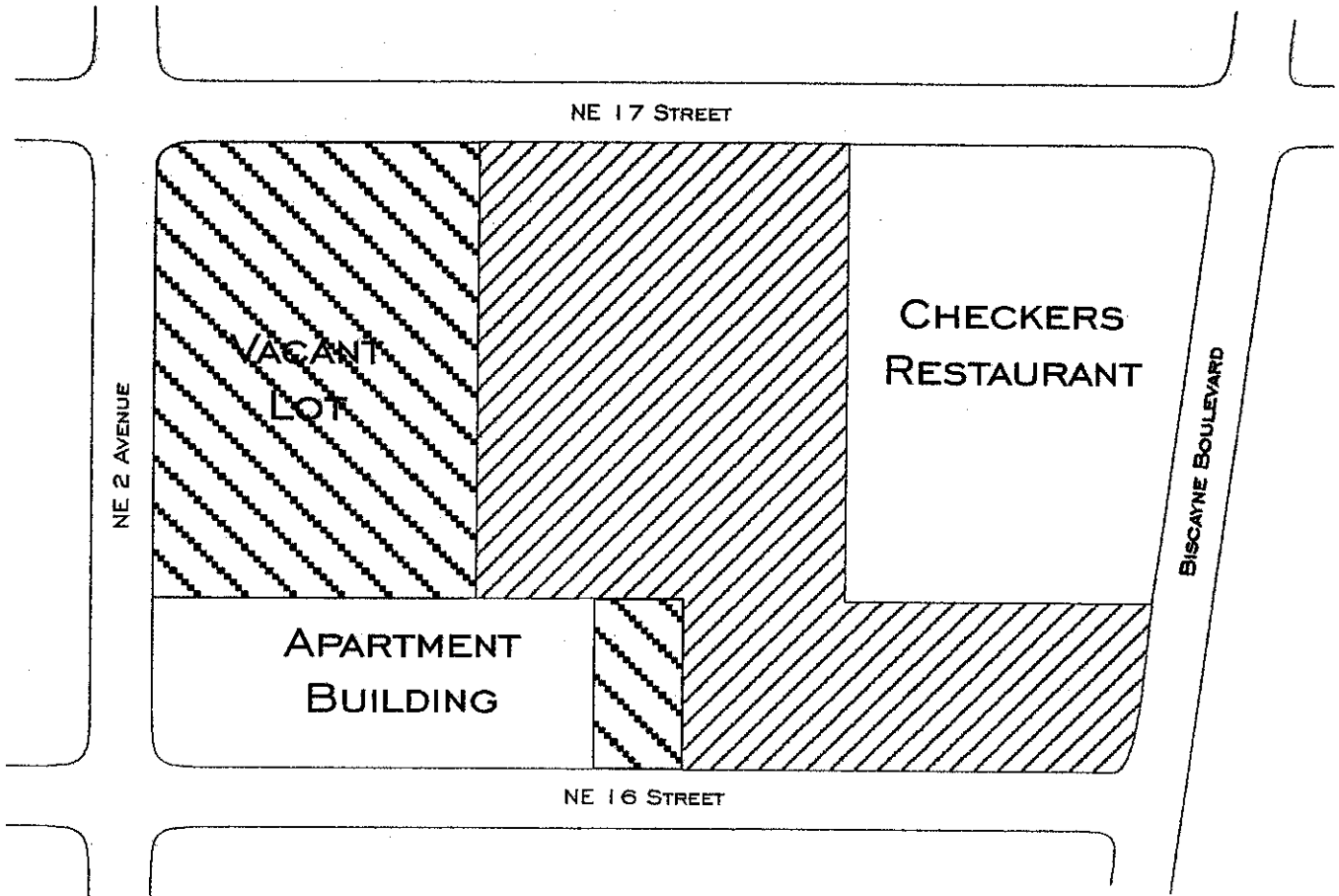
Staff contacted the Supervisor of District Office Operations and the Administrative Director of Business Operations, who indicated approval of the proposed lease amendment. The Office of Risk and Benefits Management and the School Board Attorney's Office will review the proposed lease amendment prior to its execution.

**RECOMMENDED:**



That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease amendment with Jack Thomas, Inc., Realtors, as agents for Omni Partnership, for use of a parking lot located at 235 NE 16 Street, to allow for some or all of the existing parking facilities to be relocated at the option of the landlord, as set forth above. All other terms and conditions of the lease agreement will remain unchanged.

CDR:rr

# LOCATION MAP



**LEGEND**

-  DEMISED PREMISES CONSISTING OF 100 PARKING SPACES
-  LANDLORD-OWNED ADJACENT SITE

(NOT TO SCALE)

DR:HJ  
120

## RENT SCHEDULE

<b>LEASED PARKING FACILITIES</b>			
<u>Location of Parking Facility</u>	<u># of spaces</u>	<u>Amount of Rent</u>	<u>Use</u>
1. Biscayne Management Corp. 1444 Biscayne Blvd. (parking garage)	150	\$50,400/year <b>(\$28.00/space/month)</b>	serves District staff in SBAB complex
2. Jack Thomas Lot 235 NE 16 Street (surface lot)	100	\$36,000/year <b>(\$30.00/space/month)</b>	serves District staff & visitors in SBAB complex
3. U.S. Parking & Associates 1444 Biscayne Boulevard (parking garage)	175	\$75,600/year <b>(\$36.00/space/month)</b> this amount includes the 20% City of Miami parking surcharge and is broken down as follows: \$63,000/year or \$30.00/space/month for rent & \$12,600/year or \$6.00/space/month for surcharge fee	serves District staff & visitors in SBAB complex